

Ent: 387306 - Pg 1 of 5  
Date: 7/29/2013 10:14:00 AM  
Fee: \$18.00  
Filed By: eCASH  
Jerry M. Houghton, Recorder  
Tooele County Corporation  
For: CHICAGO TITLE INS (ACH)

WHEN RECORDED RETURN TO:

Chicago Title Insurance Company  
171 N. Clark Street, 3rd Floor  
Chicago, Illinois 60601-3294

ATTN: Michele Jenkins

THIS DOCUMENT PREPARED BY:

Michele Jenkins, Esq.  
Starbucks Coffee Company  
2401 Utah Avenue South, Suite 800  
Mailstop: S-LA3  
Seattle, Washington 98134

#21313

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is entered into by and between **TOOELE ENDEAVOR, LLC**, a Utah limited liability company ("Landlord") having its principal place of business at 6028 South Ridgeline Drive, Suite 201, Ogden, Utah 84405, and **Starbucks Corporation**, a Washington corporation having an office at 2401 Utah Avenue South, Seattle, Washington 98134 ("Tenant"), Landlord and Tenant having entered into a commercial lease having an Effective Date of July 16, 2013 (the "Lease").

1. The Lease covers certain commercial property located at 1050 North Main Street, Tooele, Utah, consisting of 1,846 square feet of Gross Leasable Area (the "Premises") in a shopping center commonly known as Star Plaza (the "Shopping Center") all as more particularly described in the Lease attached hereto and incorporated herein by this reference. A legal description of the property on which the Premises is located is attached to this Memorandum, and incorporated herein by this reference, as Exhibit A.

2. The Lease provides for the rental of the Premises by Tenant for a term of ten (10) years (the "Initial Term").

3. The Lease grants to Tenant the right to renew the term of the Lease for up to four (4) consecutive five (5) year period(s) ("Extension Term(s)") under the same terms and conditions contained in the Lease, provided Tenant exercises each of such renewal options at least ninety (90) days prior to the Expiration Date of the initial Term of the Lease or the then-current Extension Term. Base Rent during any Extension Term(s) shall be as specified in the Lease.

4. Tenant may use and occupy the Premises and drive-through lane/outdoor seating area for: (a) a coffee store or (b) any other lawful retail or restaurant use.

5. This Memorandum shall not, under any circumstances, be deemed to modify or change any provisions of the Lease, the provisions of which shall in all instances prevail.

6. The Lease grants to Tenant the exclusive right to sell in the Shopping Center: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee or (e) blended beverages including, without limitation, those containing any of the following: ice, coffee, espresso, tea, milk, cream, juice and/or fruit.

Notwithstanding the foregoing, Dickey's BBQ may, as an incidental use (not to exceed 15% of its gross sales), sell iced tea.

7. This Memorandum may be signed in two or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears and all such counterparts shall constitute one document. Facsimile or electronically scanned copies shall be deemed originals.

[SIGNATURES ON FOLLOWING PAGES]



TENANT:

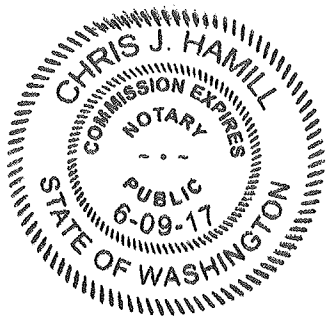
**STARBUCKS CORPORATION,**  
a Washington corporation

By: \_\_\_\_\_  
Name: **Michael Malanga, svp**  
Title: **Store Development Americas  
and Global Real Estate**

ACKNOWLEDGEMENT OF STARBUCKS CORPORATION

STATE OF WASHINGTON     )  
  ) SS.:  
COUNTY OF KING            )

On the 12<sup>th</sup> day of July, in the year 2013, before me, the undersigned, personally appeared Michael Malanga, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as svp of **Starbucks Corporation**, and that by his/her signature executed this Memorandum of Lease on behalf of Starbucks Corporation.



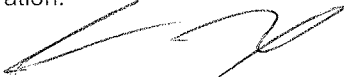
  
Notary Public for the State of Washington  
Commission expires: 6/9/17

EXHIBIT A

LEGAL DESCRIPTION

Tax Parcel Number: 02-127-0-0056

That certain tract of land situated in the County of Tooele, State of Utah and more particularly described below.

BEGINNING SOUTH 2607 FEET AND WEST 1064.50 FEET FROM THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING FURTHER DESCRIBED AS BEING ON THE NORTH BOUNDARY LINE OF 1000 NORTH STREET AND ALSO BEING THE SOUTHWEST CORNER OF THE BETTY JEAN SKINNER JOHNSON TRUST DATED MAY 13, 2003, BETTY JEAN SKINNER JOHNSON, TRUSTEE PROPERTY (JOHNSON TRUST PROPERTY) AS DESCRIBED IN THAT CERTAIN QUIT-CLAIM DEED RECORDED AS ENTRY NO. 203858 OF TOOELE COUNTY RECORDS; RUNNING THENCE WEST 200 FEET TO THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY U-36; THENCE NORTH 6°50' EAST 165 FT ALONG SAID EAST RIGHT OF WAY OF U-36 TO THE SOUTH BOUNDARY OF THE REBECCA KOEVEN IRREVOCABLE LIVING TRUST DATED APRIL 29, 1997, REBECCA KOEVEN, TRUSTEE, (KOEVEN TRUST PROPERTY) AS DESCRIBED IN THAT CERTAIN PERSONAL REPRESENTATIVE'S DEED RECORDED AS ENTRY NO. 96052 OF TOOELE COUNTY RECORDS; THENCE SOUTH 83°10' EAST 198.58 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID KOEVEN TRUST PROPERTY AND A SOUTHERLY BOUNDARY OF SAID JOHNSON TRUST PROPERTY TO THE INTERSECTION OF A WESTLRLY BOUNDARY LINE OF SAID JOHNSON TRUST PROPERTY; THENCE SOUTH 6°50' WEST 141.20 FEET ALONG SAID WESTERLY BOUNDARY LINE OF SAID JOHNSON TRUST PROPERTY TO THE POINT OF BEGINNING.